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PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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LIST OF SOLICITATION ATTACHMENTS

<u>Attachment</u>	<u>Description</u>
L-1	KEY PERSONNEL RESUME FORMAT
L-2	CONTRACTOR PAST PERFORMANCE REFERENCE INFORMATION & ESH&Q PAST PERFORMANCE INDICATORS WORKSHEETS
L-3	PAST PERFORMANCE LETTER
L-4	SUMMARY OF COST WORKSHEETS
L-5	DIRECT LABOR HOURS WORKSHEET
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L-8	PROJECTED INCUMBENT AVERAGE DIRECT LABOR RATES
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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.

- (2) The first page of the proposal must show—

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- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.

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- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

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- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*;

and

- (2) Mark each sheet of data it wishes to restrict with the following legend:
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306 (a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the

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number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.
 - (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.

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(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.2 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (DEAR) (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

L.3 FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.4 FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates awarding two cost-plus-award-fee contracts resulting from this solicitation to one Offeror.

L.6 FAR 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM- TARGETS (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the Offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry

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Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.7 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.8 FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006) (AS MODIFIED BY DEAR 952.233-2) (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, Ohio 45202
Ph. (513) 246-0500

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, fax: (202) 586-4546.

L.9 FAR 52.234-3 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM-POST AWARD IBR (JULY 2006).

- (a) The Offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

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- (b) If the Offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the Offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

(1) The plan shall—

- (i) Describe the EVMS the Offeror intends to use in performance of the contracts;
- (ii) Distinguish between the Offeror's existing management system and modifications proposed to meet the guidelines;
- (iii) Describe the management system and its application in terms of the EVMS guidelines;
- (iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
- (v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.

- (2) The Offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

- (3) The Government will review and approve the Offeror's plan for an EVMS before contract award.

- (4) The Offeror's EVMS plan must provide milestones that indicate when the Offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard –748-B Earned Value Management Systems guidelines.

- (c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

L.10 SITE VISIT

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. The DOE will provide opportunity for site inspection during a pre-proposal

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conference at each site to be scheduled following release of the solicitation. Information regarding the pre-proposal conference will be available on the solicitation website.

L.11 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request shall be in writing and addressed to the contracting officer for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.).

L.12 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in DEAR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

L.13 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Part I—The Schedule, Part II—Contract Clauses, and Part III, Section J—List of Attachments. Blank areas appearing in these sections, indicated by “(To Be Determined)” will be completed prior to contract signing.

L.14 TIME, DATE AND PLACE PROPOSAL(S) ARE DUE

- (a) All envelopes, packages and/or boxes containing proposals shall be marked with the following notice:

***TO BE OPENED BY ADDRESSEE ONLY. THIS IS A PROPOSAL
SUBMITTED UNDER SOLICITATION NO. DE-RP30-08CC40015***

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Proposals sent via U.S. Mail or commercial couriers such as FedEx as well as hand carried proposals shall include the following additional markings:

FROM: [Offeror's Name]
[Offeror's Business Address]

TO: U.S. Department of Energy
Environmental Management Consolidated Business
Center
250 East 5th Street, Suite 500
Cincinnati, OH 45202
Attn: Mr. Robert Ribail
Solicitation No.: DE-RP30-08CC40015
Due Date: TBD

- (b) Offerors hand carrying proposals or delivering proposals via commercial couriers to the above address must telephone the Contracting Officer one business day in advance to advise of anticipated delivery time: Robert Ribail (513) 246-0222.
- (c) Notwithstanding which method of delivery the Offeror opts to use, the Offeror assumes full responsibility of ensuring that the Offer is received at the place and by the date and time specified in the solicitation.
- (d) Hand carried proposals and proposals delivered by commercial courier may only be delivered during the hours of 8:00 a.m. to 4:00 p.m. local time on federal workdays. Delivery to any location other than that specified herein is unacceptable.
- (e) Facsimile or electronically transmitted proposals will not be accepted.
- (f) CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.

**L.15 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION
(UNRESTRICTED)**

This acquisition is unrestricted and contains no set-aside provisions. The NAICS code for this solicitation is **561210**.

L.16 NUMBER OF AWARDS

The Government intends to award two contracts to one Offeror as a result of this solicitation. Contracts may not be awarded simultaneously.

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L.17 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.18 AMENDMENT OF THE SOLICITATION

The only method by which any term of the solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled pre-solicitation conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of the solicitation. Any amendments to this solicitation (prior to submission of offers and other information) generated by the issuing office will be provided on the Internet at the DOE home page, under “Browse Opportunities,” address: www.pr.doe.gov . It will be the responsibility of the Offeror to routinely examine the specified home page for any amendments that may be issued on this solicitation prior to submission of offer and other information.

L.19 DISPOSITION OF PROPOSALS

Proposals will not be returned.

L.20 WEBSITE

All reference documents and questions/answers pertaining to the RFP, including Section C, will be posted to the website below:

<http://www.emcbc.doe.gov/DUF6/index.html>

Some reference documents listed on the website above carry an OUO (Official Use Only) and/or ECI (Export Controlled Information) designation and are available from a secure FedBizOps site linked to the website. The secure FedBizOps site requires a user name and password to access the documents. After applying and being approved for, each Offeror will receive a unique user name and password to access the secure FedBizOps website and documents. DOE Order 471.1A, Identification and Protection of Unclassified Controlled Nuclear Information, and DOE Order 471.3, Identifying and Protecting Official Use Only Information, provides additional guidance on protecting information received from this website.

L.21 PROPOSAL PREPARATION INSTRUCTIONS-GENERAL

- (a) Offeror: The term “Offeror” as used in this Section L refers to the single legal entity submitting the offer which may be a “contractor team arrangement” as that term is defined in FAR 9.601. The Offeror may be pre-existing or newly formed for the purposes of competing for this Contract.

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- (b) The term “major subcontractor” as used in this Section L is defined as proposed subcontractors with a proposed subcontract annual cost equal to \$10 million or more at any tier of the proposed organization.
- (c) Two contracts will be awarded as a result of this solicitation to the selected Offeror. Only one package (i.e., Volumes I, II and III) shall be submitted in response of this RFP.
- (d) Proposal Due Date. Proposals must be received in accordance with Provision L.13, TIME, DATE, AND PLACE PROPOSALS ARE DUE. Provision L.1 describes the treatment of late submission, modification, revision, and withdrawal of proposals.
- (e) Overall Arrangement of Proposal. Proposals are expected to conform to the solicitation provisions regarding preparation of offers. To aid in the evaluation, proposals must be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. The overall proposal shall consist of three physically separated volumes, individually entitled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The required number of volumes of each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All contractual cost and pricing information shall be addressed **ONLY** in the Cost and Fee Proposal Volume III, unless otherwise specified. This solicitation requires Offerors to submit proposals in hardcopy and electronic format (CD-ROM) as follows:

Proposal Volume — Title	Copies Required
Volume I – Offer and Other Documents	1 original, 3 copies and 1 CD-ROM
Volume II – Technical Proposal	1 original, 10 copies and 10 CD-ROM
Volume III – Cost and Fee Proposal	1 original, 8 copies and 10 CD-ROM

The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of proposal files are to be formatted in Adobe Acrobat 6.0 (PDF) or higher (note additional requirements in Section L.22 for cost proposal information). The written material constitutes the official offer and proposal. In the event of a conflict, content of the hardcopy of a proposal will take precedence over that on a CD-ROM.

- (f) Page Limitation. In the applicable provision that follows, a page limitation is specified for the Volume II – Technical Proposal.
- (g) Page Count Exceptions. Every page of the Volume II – Technical Proposal shall be counted towards the page limitation, including attachments, appendices and annexes

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except for the Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Key Personnel Resumes, Letters of Commitment, and Reference Information for Past Performance Worksheets. Past Performance Questionnaires are submitted by the references separately.

- (h) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (i) Binding and Labeling. Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- (j) Page Description. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Two columns of text per page and use of bold-faced type are acceptable. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in the text below, can be used for this information; however, other text size reductions are unacceptable. Graphs, tables and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Arial or Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text. The Volume II – Technical Proposal will only be read and evaluated up to the page limitation. Page counting will begin with the first page of the Volume II – Technical Proposal subject to the page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitation.
- (k) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (l) Classified Information. The Offeror shall not provide classified information in response to this solicitation.
- (m) Point of Contact. The Contracting Officer or the Contracting Officer's designated

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representative is the sole point of contact during the conduct of this procurement.

- (n) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the solicitation contains an error or omission, contact the Contracting Officer to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the Contracting Officer.
- (o) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by a written and signed amendment.
- (p) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.
- (q) Alternate Proposals. Alternate proposals are not solicited or desired and will not be evaluated or accepted.
- (r) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:

DOE Center—Doing Business with DOE: <http://e-center.doe.gov>

Office of Small & Disadvantaged Business Utilization:
<http://smallbusiness.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR:
<http://acquisition.gov/far/index.html>

Federal Business Opportunities (FedBizOpps):
<http://www.fedbizopps.gov/>

Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions:
<http://professionals.pr.doe.gov>

U.S. Department of Energy, Environmental Management Consolidated Business Center
<http://www.emcbc.doe.gov/doingbusiness.php>

Uranium Disposition Services, LLC (UDS): <http://www.uds-llc.com>

United States Enrichment Corporation, Inc. (USEC): <http://www.usec.com>

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Interactive Industry Procurement System (IIPS) Users Guide for Contractors:
<http://doe-iips.pr.doe.gov>

L.22 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I – OFFER AND OTHER DOCUMENTS

- (a) General. Volume I – Offer and Other Documents contains the offer to enter into a contract and other documents. Offerors shall assemble the information for Volume I in the order listed below. The signed original(s) of all documents requiring signature by the Offerors shall be contained in the original volume(s). There is no page limitation on Volume I.
- (b) Cover Letter. Provide a cover letter that includes the items shown below. The cover letter will not be evaluated.
 - (1) The solicitation number.
 - (2) Names, addresses, titles, telephone and facsimile numbers, and e-mails of persons authorized to negotiate on behalf of the Offeror in connection with this solicitation. Also, include the same information for the person authorized to sign the offer.
 - (3) The complete, formal name and address of the Offeror, proposed subcontractors, all joint venture members, and all limited liability company members, as applicable. Also, provide the Dun & Bradstreet LTD (DUNS) number for each of the above named entities.
- (c) Standard Form (SF) 33, Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I – Offer and Other Documents. By the Offeror's signature on the Standard Form 33, it is agreeing to accept the model contract (Sections A through K of this RFP) as written. Offerors do not need to submit the complete language from all of the contract clauses in its proposal. Rather, Offerors need only submit those pages in which the Offeror is to complete certain information as a part of its offer. Those specific areas are described in subsequent paragraphs. Offerors shall also acknowledge all amendments to the solicitation in block 14 of the SF 33.
- (d) Critical Subcontracts – Designation and Consent. Offerors shall designate all subcontractors identified in the proposal which will be considered a part of the selection and award of this Contract, if any.
- (e) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements. Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture

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and/or LLC agreements, any applicable Mentor-Protégé agreements or arrangements, and any agreements and/or arrangements with subcontractors regarding the nature and extent of the work to be performed under this solicitation. DOE reserves the right to require consent to subcontract for each of the proposed subcontractors in accordance with FAR 52.244-2, Subcontracts (Section I).

- (f) Corporate Governance. The Offeror shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the proposed contractor organization and Key Personnel. If the Offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the Offeror shall provide information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

The Offeror shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the proposed organizational structure and Key Personnel effectively manage and accomplish the work contemplated under the Contract.

- (g) Performance Guarantee. The Contract clause in Section H entitled "Responsible Corporate Official" requires the Offeror's parent organization(s) or all member organizations if the Offeror is a joint venture, Limited Liability Company, other similar entity, or a newly formed entity to guaranty performance of the Contract. The Offeror shall submit a fully completed and executed Performance Guarantee Agreement. **Section J, "Performance Guarantee Agreement"** contains the minimum acceptable Performance Guarantee Agreement conditions acceptable to DOE. This Agreement will become part of the resulting Contract as an Appendix to the Contract's Section J.
- (h) Recognition of Performing Entity. Offerors shall designate all entities that are proposed to perform work under the Contract that are a part of the proposal upon which any Contract award would be based. This includes subcontractors, joint venture members, parent(s), LLC members, etc.
- (i) Responsible Corporate Official. Offerors shall specify the name of the individual designated as the Responsible Corporate Official.
- (j) Section I, Small Business Subcontracting Plan.
- (1) A completed and acceptable Small Business Subcontracting Plan is required to be submitted by large business Offerors only, in accordance with the Section I clause entitled FAR 52.219-9, Small Business Subcontracting Plan, and proposal instructions herein. The Small Business Subcontracting Plan

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will become part of the Contract.

- (2) The Offeror's plan will be considered acceptable if it addresses in adequate detail each of the eleven elements identified in FAR 52.219-9(d). **Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the eleven elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for award of a contract.**
- (3) The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in Contract performance consistent with efficient performance. In developing its proposed plan, the Offeror shall establish specific goals for each small business category as follows:
- small business;
 - veteran-owned small business;
 - service disabled veteran-owned small business;
 - HUBZone small business;
 - small disadvantaged business; and
 - woman-owned small business.
- (4) For information purposes, the small business subcontracting goals for the Department of Energy and the Small Business Subcontracting Plan goals and achievements of the UDS Incumbent Contractor are available for review at website:
http://smallbusiness.doe.gov/FY2008_Strategic_Plan_for_Small_Business.pdf
Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.
- (k) Section K, Representations and Certifications. Offerors, teaming partners, and subcontractors shall fully execute the Representations, Certifications and Other Statements of Offerors or Quotes, Section K by an authorized representative of the Offeror.
- (l) Remittance Address. If the Offeror's address shown on the SF 33 is different from the remittance address, the remittance address shall be provided.
- (m) Equal Opportunity Compliance. The Offeror shall provide the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name, address, phone number and the point of contact for EEOC requirement compliance. This information shall be provided for the Offeror, as well as, each joint venture member. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described

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above.

- (n) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes.

IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, DOE MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS.

L.23 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: TECHNICAL PROPOSAL

- (a) The Technical Proposal consists of the Offeror's capabilities and approach to accomplishing the requirements as described in Section C with the exception of the prescribed activities described below. A proposal shall address each part of Section C. The proposal should be prepared simply, providing a straightforward, concise explanation of what it is the Offeror can and will do; it should not merely offer to perform work in accordance with Section C but shall outline the actual work proposed as specifically as is practical. The Offeror shall provide a Cross-Reference Matrix which correlates the Technical Proposal by page and paragraph number to Sections C, L, and M. The Cross-Reference Matrix shall be inserted in the Offeror's Technical Proposal immediately following the Table of Contents for Volume II. Volume II (excluding the items listed in L.21) shall not exceed 150 pages. **No cost or price information shall be included in the Technical Proposal.**
- (b) Format and Content – "Technical Proposal" shall include the following in the sequence provided below:

(1) TECHNICAL APPROACH

The Offeror shall demonstrate a thorough understanding of the requirements as well as demonstrate its capabilities to perform these requirements, through information provided for the criteria identified below:

Testing and Start-up: The Offeror shall describe the proposed approach to assume control of the cylinder yard operations and start-up the Conversion Facilities, focused on the period from the end of the Contract Mobilization

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and Transition Phase to the achievement of designed operating capacity at the end of the Testing and Start-up Phase.

The Offeror shall provide an Operations Transition and Start-Up Plan (OTSP) as an attachment to Volume II. The OTSP is expected to be immediately usable upon Contract award (see Section C) and is not included in the Volume II page limitation. The OTSP shall describe the approach, plan and schedule for transitioning the cylinder surveillance and maintenance activity, completing Readiness Assessment (RA), including utilization of the UDS Incumbent Contractor's Operational Readiness Review (ORR) information and coordination with the DOE ORR and RA teams, conducting hot functional testing upon DOE approval of the RA, progressing from hot functional testing into partial Conversion Operations, and ramping-up Conversion Operations from partial Conversion Operations to achieving designed operating capacity.

Conversion Operations: The Offeror shall describe the proposed approach to routine cylinder yard operations and Conversion Operations following completion of the Testing and Start-up Phase.

The Offeror shall describe the approach, plan and schedule for Conversion Operations and the quantity of DUF6 to be processed on an annual basis and over the life of the Contract. Once Conversion Operations are achieved, annual processing shall be at a minimum of annual plant capacity per Table C.4., however the Offeror may propose additional processing. This should include operating shifts required and manpower projections, along with consideration for maintenance and scheduled facility outages. The Offeror shall demonstrate consistency to Conduct of Operations principles and their use throughout the conversion and cylinder management operations.

The Offeror shall describe the proposed approach for routine cylinder yard operations including, but not limited to, implementation of the cylinder management plan, sequencing and staging of cylinders for conversion, cylinder pre-conversion suitability determinations (visual inspections, NDA analysis etc.), segregation of cylinders based on assay, and any unique cylinder management methods required to meet the solicitation.

The Offeror shall describe the approach for management and disposition of conversion products and wastes, including material movement and transportation, identification and characterization of wastes, process for ultimate disposition, and waste minimization and pollution prevention. For proposal purposes the Offeror shall assume use of both the Nevada Test Site and Energy Solutions facility in Clive, Utah for waste disposal according to a 50/50 split by volume of waste. For waste disposal at Energy Solutions/Clive facility, the contractor is required to utilize DE-AM24-98OH20053, "Permanent Disposal of Low Level Radioactive Wastes Generated at USDOE

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Sites.” The period of performance (option period 3): June 30, 2008-June 29, 2010; Option period 4: June 30, 2010-June 29, 2011; Option period 5: June 30, 2011-June 29, 2012; Option period 6: June 30, 2012-June 29, 2013. For proposal purposes any time frame beyond the end of Option period 6 shall use the provisions of Option period 6.

The Offeror shall describe the approach to utilize assumptions, and identify and mitigate risk for all aspects of the Technical Approach.

(2) BUSINESS MANAGEMENT

The Offeror shall demonstrate business management systems that safely, effectively, and efficiently utilize the resources to execute the Technical Approach, as well as demonstrate its capabilities to utilize these systems, through information provided for the criteria identified below:

Organizational Approach: The Offeror shall describe how the organization and business systems support implementation of the Technical Approach and provide control and accountability to the DOE for performance under the Contract. The Offeror shall include an organizational chart graphically depicting the organizational structure and including the location of each of the Key Personnel in the organization structure, at a minimum.

The Offeror shall provide and discuss its policies, procedures, and techniques to implement its Project Management Plan. The Offeror must address the organizational approach and business systems to establish and maintain technical, schedule and cost baselines and ensure accurate, timely, and properly controlled changes and reporting. The Offeror must establish that its Earned Value Management System (EVMS) conforms to the requirements in Section H.

The Offeror shall describe the corporate support capability and expected usage, including any joint venture or teaming partners, LLC, or major subcontractors, especially focused toward corporate governance, routine corporate oversight, and involvement in the Contract execution. Proposals received from a joint venture, team, or LLC must identify the one member/partner that will have a majority interest and be responsible for the Offeror's actions.

The Offeror shall describe its relevant experience in performing work similar in size, scope, complexity, and/or risk to that described in Section C. The Offeror shall describe its relevant experience and that of each of its major subcontractors with respect to the type of work proposed and commensurate with the portion of the overall work being performed by each entity. In the case of a newly formed LLC or joint venture formed for the purpose of performing this Contract, the Offeror shall describe the experience of each

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entity with respect to the type of work proposed and commensurate with the portion of the work to be performed by each entity. The Offeror shall describe experience in using corporate capability to provide support and problem-solving resources.

The Offeror shall provide information for contracts completed within the last three years or current contracts, which involve similar work to this solicitation. Information includes contract number, issuing entity, contract cost, contract name, address, and phone number, scope of contract, and duration of contract. The contracts may be federal, state, or local governments and/or private entities.

The Offeror shall describe, for each contract its combined chemical and nuclear experience for operational start-up and testing, routine operations, materials management, low-level waste and mixed low-level waste management, transportation of materials, and environmental, safety, and health programs.

The Offeror shall describe its approach to engage small business including Mentor-Protégé relationships. The Offeror will describe its decision process regarding use of subcontractors and approach for managing subcontractors. The Offeror shall provide its Small Business Subcontracting Plan and describe its approach towards achieving the DOE SDB Participation Program Targets.

The Offeror shall describe, in all aspects of start-up, the approach for proactively interfacing with other DOE site contractors, the United States Enrichment Corporation (USEC), agencies, regulators, stakeholders, or other individuals or entities which are necessary for start-up success.

(3) KEY PERSONNEL

Key Personnel: The Offeror shall demonstrate the ability of the Offeror's Key Personnel to successfully perform in the following proposed positions:

- Project Manager, Chief Engineer, Business Manager/Project Controls, ES&H Manager, and Quality Assurance (QA) Manager
- Portsmouth Contract: Plant Manager, Operations and Maintenance Manager.
- Paducah Contract: Plant Manager, Operations and Maintenance Manager.

Note: Required Key Personnel must be separate individuals provided for each contract, Paducah and Portsmouth, except for Project

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Manager, Chief Engineer, Business Manager/Project Controls, ES&H Manager, and QA Manager.

The Offeror may propose additional positions as Key Personnel. Proposing an excessive number of Key Personnel may be considered as a weakness. The Offeror shall provide its explanation for designation of any additional Key Personnel positions relative to the approach to the management and execution of the project work proposed by the Offeror. Upon award, the Key Personnel will become part of Section H clause entitled Key Personnel.

Resumes: The Offeror shall provide written resumes in the format shown in Attachment L-1 for the proposed Key Personnel. The resumes shall describe the education, technical expertise, and relevant experience of Key Personnel on work similar to that described in Section C and be commensurate with the proposed position. Resumes shall describe how work experience relates to Contract scope and the individual's capability to function effectively in the proposed position. Do not provide resumes of non-key personnel. Only one resume may be submitted per key person, and only one person may be proposed for each Key Personnel position. Each resume shall not exceed four (4) pages in length including the commitment statement. **Additional pages will not be evaluated.** The font can be no smaller than 10 point.

Commitment Statements: The Offeror shall provide a signed commitment statement in the format shown in Attachment L-1 from each proposed key person. The commitment statement must reflect the individual's unconditional agreement to accept the position for a minimum of two years if the Offeror is awarded the Contract. Resumes with commitment statements are to be submitted in Volume II. However, this information is excluded from the Volume II page limitations. **Failure to submit resumes with commitment statements for Key Personnel may result in a lower evaluation rating or the Offeror's proposal being eliminated from further consideration for award.**

References: The Offeror shall provide three references for each of the proposed Key Personnel. The DOE has no obligation to contact the references submitted; however, the DOE may contact any or all references on the submitted resume. DOE reserves the right to use any information received as part of its evaluation of the key person, from other sources such as the DOD Past Performance Information Retrieval System (PPIRS), National Institutes of Health (NIH), Contractor Performance System, or any other sources available to DOE.

Oral Presentation Information:

Criteria covered by Oral Presentations - The Offeror shall provide information during the oral presentation to describe the qualifications,

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knowledge, understanding, capability, experience, and performance of the Key Personnel to their respective positions and organizational role. The Offeror should not present a recitation of the information contained in the resumes of the proposed Key Personnel. An Offeror's presentations shall address the following attributes of Key Personnel:

- How their capabilities and relevant experience, including currency and depth, will bring added value to managing the DUF6 Contract scope.
- Their methods to effectively communicate and collaborate internally and with DOE and other stakeholders so as to enhance the successful execution of the Contract and achieve excellence in operations.
- Their technical knowledge as demonstrated by their understanding and approach to resolving technical issues as presented in sample problem(s).
- Their understanding of the importance of environmental, safety, and health, and quality assurance in the conduct of operations as demonstrated through presentation of the sample problem(s).

The Oral Presentation -

- Process: Each Offeror will present in two sessions, one in the morning and one in the afternoon. In each session the Offeror will be allotted 30 minutes to introduce its Key Personnel and describe how their expertise will ensure effective and efficient performance of the anticipated contract. DOE will then pose a sample problem for the Offeror to address, allow up to 30 minutes to plan the presentation, and a maximum of 30 minutes to complete the sample problem presentation. DOE and its non-federal evaluators intend to observe the problem solving process. Only in limited circumstances will the DOE panel ask questions; however, the overall session is not expected to exceed two hours in length.
- Evaluation Criteria: DOE will evaluate the Offeror's responses to the sample problem under the same criteria as it will evaluate the Offeror's Key Personnel qualifications presentation, described above in "Criteria covered by Oral Presentations". In addition, DOE will be evaluating how well the proposed solution answers the sample problem, describes the steps taken to develop the solution, and addresses safety and risk mitigation considerations. DOE will also be evaluating how well the Offeror's presenters coordinated their efforts in arriving at the solution.

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- Presenters: It is important that the Key Personnel responsible for performance of the Contract(s) make the oral presentation. An Offeror may choose one corporate officer, not named as a key person, to participate in the oral presentation.
- Time and Location: Oral presentations will be held at the Environmental Management Consolidated Business Center (EMCBC), 250 E. Fifth St., Cincinnati, OH 45202 at a date and time to be determined later. Presentations for Portsmouth Key Personnel will be scheduled in the morning and Paducah Key Personnel in the afternoon. The DOE will notify Offerors in advance of the date and time. This notice will also discuss characteristics of the presentation site, equipment available, how the presentation will be recorded, and how the Government determined the order of presenters.
- Limitations:
 - The term “oral presentation” is not synonymous with “oral discussion” as defined in Section 15.306 of the Federal Acquisition Regulation (FAR); the FAR prescribes strict controls over when, where, and to what extent, the Government can communicate with an Offeror regarding its proposal (see FAR 15.306 and 15.307). The Government does not intend to allow discussions during the oral presentations and therefore does not consider oral presentations to constitute oral discussions as defined in FAR 15.306.
 - Offerors will be expected to submit a list identifying the presenters and their positions within the Offeror’s organization to the CO two weeks before the date of the presentation.
 - Only the oral presentations and interactions during the presentation will be evaluated. Offerors will not be permitted to use models or samples. No written material will be accepted.
 - Oral presentations shall be limited to the presentation of Key Personnel qualifications and problem resolution; no other material may be presented.

(4) PAST PERFORMANCE

The Offeror shall submit the past performance information for the criteria below as an attachment to Volume II. However, past performance information will be excluded from the page limitations for Volume II.

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The Offeror shall provide past performance information for the Offeror, teaming or joint venture partners and major subcontractors, i.e., teaming partners and/or major subcontractors proposed to perform over \$10 million of work for any year of the proposed Contract.

The Offeror shall identify three contracts or projects that are similar in size, scope, and complexity and/or risk to the work described in Section C and that are currently being performed or have been performed within the past three years. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., combined nuclear and chemical operations). Complexity and/or risk is defined as performance challenges (e.g., regulatory environment, types of materials and waste, integration and coordination with other DOE or other government contractors and/or integration and coordination with stakeholders).

The Offeror shall identify for each of its teaming partners and/or major subcontractors, one contract or project, which is currently being performed or has been performed within the past three years that is similar in size, scope, and complexity and/or risk to the work described in Section C which the teaming partner and/or major subcontractor is proposed to perform under this solicitation. Exclusion: Past Performance Questionnaires are not required for proposed subcontracts with supply vendors or permitted commercial disposal facilities.

For each of the contracts or projects, the Offeror shall submit the past performance information as shown in Attachment L-2, Contractor Past Performance Reference Information Worksheet and ESH& Q Past Performance Indicators. The Offeror may attach additional pages, if necessary.

In addition, the Offeror shall forward a Contractor Past Performance Letter and Questionnaire, as shown in Attachment L-3, for each contract or project cited above to the appropriate point of contact for that contract or project. The Offeror may use the information in Attachment L-3 or its own format of a past performance reference letter to identify the project for the reference to which the questionnaire is being sent. The point of contact for each contract or project should complete, mail or hand-carry the questionnaire to the Contracting Officer (identified in Section L.12), prior to the closing date of the RFP. The contract or project information provided to the point of contact for completion of the questionnaire must be sufficient to enable cross-referencing of Attachment L-2 and the returned questionnaires.

At the Contracting Officer's discretion, the DOE may choose to consider questionnaires that arrive subsequent to the closing date of the RFP if such consideration does not unduly delay the evaluation.

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L.24 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III: COST AND FEE PROPOSAL

The Offeror shall prepare its Cost and Fee Proposal in accordance with the following instructions:

- (a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.
- (b) All pages in the Volume III – Cost and Fee Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The Cost and Fee Proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the Cost and Fee Proposal.
- (c) The Offeror shall propose cost by fiscal year corresponding to the cost for performing the Statement of Work (SOW). Offerors should assume an anticipated effective date for the Mobilization and Transition Phase of April 1, 2010 for the Portsmouth Contract and July 1, 2010 for the Paducah Contract.
- (d) The Offeror shall propose total estimated cost and award fee in accordance with Section B.2. The Offeror shall provide a narrative description of how fee is calculated as well as describe the rationale for its proposed award fee.
- (e) The Offeror shall prepare its cost information in accordance with the following instructions:
 - (1) Format and present cost information to provide full traceability between the completed Section L, Summary of Cost By Element/WBS Worksheets provided as Attachment L-4, Direct Labor Hours Worksheet provided as Attachment L-5, Waste Quantities and Cost Worksheet, provided as Attachment L-6, and with the information required in the Technical Proposal. Cost information must be fully supported, documented, and traceable. Offerors shall reference on the Summary of Cost Worksheets the page numbers, paragraphs, charts, or exhibits which identify the location of the support for the cost information. Offerors shall also identify which amounts in the Cost and Fee Proposals are based on actual and verifiable data, evidence shall be included in the proposal. For amounts based on judgment, the Offeror shall provide and discuss the judgmental factors used to project from the actual and verifiable data to the estimated value. The Offeror shall provide the basis for the cost estimate for each element, that is, how the labor rates were developed, the indirect rates are calculated and developed, selection of subcontractors/consultants, etc.

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- (2) The Cost and Fee Proposal shall include a breakdown of cost correlated with Section C and consistent with the Offeror's Technical Proposal and the Work Breakdown Structure (WBS) included as Attachment L-7. If the Offeror chooses to use a different WBS, the Offeror shall include a crosswalk which correlates their WBS to Section C. The Offeror shall provide the Cost and Fee Proposal at a minimum to Level 5 (1.0X.0X.0X.0X), if applicable, of the WBS. The Offeror shall provide a detailed narrative description of how the proposed costs by cost element were derived, including summary of work scope, summary statement of site conditions (including major assumptions that were used to establish the site condition by WBS), summary of estimating methods, process and assumptions (including all major assumptions that were used to establish the Offeror's cost to perform the Contract requirements and sources of estimating information), and other related information to provide a clear understanding of the Offeror's Basis of Estimate.
- (3) The Cost and Fee Proposal shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits (if applicable), direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract cost (under \$10 million), disposal cost, transportation cost, treatment cost, supplies, travel, relocation, other direct costs, joint venture/LLC member/ subcontractors (\$10 million or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph), and General and Administrative (G&A) costs (if applicable). Offerors shall clearly indicate for each WBS by cost element (direct labor, direct material, etc.) within the WBS (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with Section C), and (4) the basis for each cost element.
- (4) For Cost and Fee Proposal preparation purposes only, the Offeror shall use the following assumptions and cost amounts:
- (i) The Offeror shall assume a 90 day Mobilization and Transition Phase followed by a 270 day Testing and Start-up Phase. Additionally, the Offeror shall assume the Conversion Facilities are operating at full design capability at the completion of the Testing and Start-up Phase.
 - (ii) The Offeror shall assume all UO_x and CaF_2 quantities resulting from Conversion Operations are waste.
 - (iii) The Offeror shall assume all non-reusable cylinders are waste,
 - (iv) The Offeror shall assume the 55% HF acid quantities resulting from Conversion Operations are marketable and shall use pricing of \$0.075

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per pound for Tank Truck shipments and \$0.060 per pound for Railcar shipments (see HF Sales Agreement, solicitation website). The Offeror shall assume the entire proceeds from the sale of 55% HF acid are credited against Contract costs.

- (v) The Offeror shall assume disposal rates for waste at the Nevada test site are \$TBD/ft³.
 - (vi) For waste disposal at Energy Solutions/Clive facility, the contractor is required to utilize costs as reflected in DE-AM24-98OH20053, "Permanent Disposal of Low Level Radioactive Wastes Generated at USDOE Sites." The period of performance (option period 3): June 30, 2008-June 29, 2010; Option period 4: June 30, 2010-June 29, 2011; Option period 5: June 30, 2011-June 29, 2012; Option period 6: June 30, 2012-June 29, 2013. For proposal purposes any time frame beyond the end of Option period 6 shall use the provisions of Option period 6.
 - (vii) The above assumptions are to be used for Cost and Fee Proposal preparation only. Actual amounts and periods may be different.
- (5) Direct labor rate information for incumbent workforce employees is provided in Attachment L-8, Incumbent Direct Labor Rate Information. The Offeror is not required to use the labor rates identified in Attachment L-8. The Offeror should review the requirements of Section H of the solicitation, particularly the requirements for first preference in hiring for vacancies in non-managerial positions and the equivalent pay, pension, and other benefits to incumbent employees when developing its proposed labor costs. Provided direct labor rates shall represent straight time pay rates only. Any premium differentials (such as overtime, shift differential, and etc.) shall be computed by the Offeror.
- (6) The Offeror's Cost and Fee Proposal shall identify the proposed costs for all joint ventures, LLC members, or subcontractors (\$10 million or more) to the detail required herein. Joint ventures', LLC members', and subcontractors' (\$10 million or more) Cost and Fee Proposals shall be provided by the Offeror, which reconcile to the proposed costs in the Offeror's proposal correlated with Section C, consistent with its Technical Proposal and the WBS. Cost and financial data shall be fully supported. Joint Ventures', LLC members, and subcontractors' (\$10 million or more) Cost and Fee Proposals shall be provided in the level of detail described in Section L.23(e)(1), (2) and (3) above. Offerors shall clearly indicate for each WBS (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis for each cost element.

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- (7) The Offeror shall not propose contingency or management reserve as defined by DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets. Cost element entries should reflect the Offeror's total cost for that element
- (8) The Offeror shall use the format shown in Attachment L-4 as part of the Offeror's proposal detailing the proposed cost element by WBS as discussed in Section L.23 (e)(2)-(4) above. The information provided in the worksheets shall be fully traceable to the Cost and Fee Proposal.
- (9) The Offeror shall use the format shown in Attachment L-5 to provide a direct labor hour summary, by labor category, by fiscal year, showing the total estimated direct labor hours (Offeror's hours, subcontractor hours, joint ventures, LLC members, and any other direct labor hours) required to complete Section C and remain consistent with its Technical Proposal (including the proposed integrated critical path method schedule) and the WBS. The Offeror shall include a crosswalk which correlates each WBS to Section C, if the Offeror's WBS is different than the WBS identified in Attachment L-7. The Offeror shall provide direct labor hour summary at a minimum to Level 5, if applicable, of the WBS. The information provided in the worksheet shall be fully traceable to the Cost and Fee Proposal.
- (10) The Offeror shall use the format shown in Attachment L-6 to provide a separate summary table of waste quantities by waste type by fiscal year by WBS. The Offeror shall provide the summary of waste quantities at a minimum to Level 5 of the WBS. For proposal purposes the Offeror shall assume use of both the Nevada Test Site and Energy Solutions facility in Clive, Utah for waste disposal according to a 50/50 split by volume of waste. This waste summary table shall be supplemented by additional tables that include costs associated with waste disposition including treatment, transportation and disposal (separate detailed computations shall be provided for treatment, transportation and disposal cost by WBS) for each waste type by fiscal year. The basis of estimate associated with information provided in the waste summary table (including the additional tables) should be fully explained in supporting documentation.
- (11) The Offeror shall provide a detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A, if applicable) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the indirect rates by fiscal year. If the Offeror is proposing a blended indirect rate that is derived from the weighting of other indirect rates (e.g., blended fringe benefit rate), the Offeror shall provide the detailed computations for each of the individual indirect

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rates that is used in the computation of the blended rate by fiscal year and the methodology of how the blended rate was derived. This data shall be provided for each joint venture member, LLC member, and subcontractor (over \$10 million).

- (12) Fringe benefit rate information for incumbent workforce employees is provided in Attachment L-9, Incumbent Fringe Benefit Rate Information. The Offeror is not required to use the fringe benefit rates identified in Attachment L-9 for projected incumbent employees required to perform Section C. The Offeror should review the requirements of Section H of the solicitation, particularly the requirements for first preference in hiring for vacancies in non-managerial positions and the equivalent pay, pension, and other benefits to incumbent employees when developing its proposed fringe benefit costs. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, Federal Insurance Contributions Act, Federal Unemployment Tax Act, State Unemployment Tax Act and time-off (vacation, sick and holiday). Pension costs and health benefit costs for the proposed incumbent active workforce (versus retired/disabled workers) are accounted for using the provided fringe benefit rates.
- (13) The Offeror shall provide a detailed explanation using the proposed corporate organizational structure as to whether corporate home office allocation is applicable or not. If a corporate home office allocation is not proposed, the Offeror shall provide a contractually binding statement that the Offeror will not attempt to recover corporate home office costs during the course of the Contract.

(f) Transition Cost:

- (1) Transition period is the time between award of the Contract and the date the Contractor assumes full responsibility, described as the Mobilization and Transition Phase in Section C.3. For the purposes of Cost and Fee Proposal preparation, the Offeror shall assume a 90-day Mobilization and Transition Phase and an effective date of April 1, 2010 for the Portsmouth Contract and July 1, 2010 for the Paducah Contract. (This is for proposal preparation purposes only. The actual Mobilization and Transition Phase may be different.)
- (2) The Offeror shall provide a transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted may be in the Offeror's preferred format but shall address the cost of the Mobilization and Transition Phase by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours

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and labor rates in each category), indirect cost allocations (by pool type and rate), relocation, travel, materials, supplies, subcontracts, and all other cost elements related to the period of transition.

- (g) The Offeror shall identify the escalation factors used for each fiscal year.
- (h) The Offeror shall submit the cost and fee portion of the proposal in hardcopy, and also via the following electronic media (see Section L.19 for quantities to be provided of each): Attachments L-4 through L-6 and L-10, Cost and Fee Proposal Information, and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2000 or higher. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 6.0 (PDF) or higher. Any written text for the Volume III – Cost and Fee Proposal shall be submitted using Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be text searchable.
- (i) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost and Fee Proposal. If the Offeror is a joint venture, LLC or has subcontractor(s) (\$10 million or more), this data must be provided for each entity.
- (j) The Offeror shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against government cost type contracts. The Offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the LLC or joint venture and each subcontractor that is performing work estimated to be \$10 million or more.
- (k) The Offeror shall provide a current balance sheet and a statement of operations (profit/loss) statement covering all quarters completed in the current fiscal year and projected data for the remainder of the fiscal year. Additionally, the Offeror shall provide certified financial statements, where available, for the last three accounting periods. Certified financial statements must include, at a minimum, a balance sheet and a statement of operations (profit and loss). This data must be provided for each member of the LLC or joint venture and each subcontractor that is performing work estimated to be \$10 million or more.

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- (1) The Offeror shall provide a list of any Government-Furnished Services and Items (GFS/I) that will be required in the performance of this contract that is in addition to the list of GFS/I provided in Section J, if any.

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